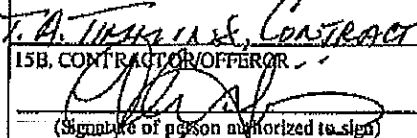




<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>				1. CONTRACT ID CODE <b>J</b>		PAGE OF PAGES <b>1</b>   <b>15</b>	
2. AMENDMENT/MODIFICATION NO. <b>P00013</b>		3. EFFECTIVE DATE <b>01-Jul-2014</b>		4. REQUISITION/PURCHASE REQ. NO. SEE SCHEDULE		5. PROJECT NO. (if applicable)	
6. ISSUED BY NAWCYSD 253 12350 RESEARCH PARKWAY (25321) ORLANDO FL 32826		CODE <b>N61340</b>		7. ADMINISTERED BY (If other than item 6) CHIEF OF NAVAL AIR TRAINING 250 LEXINGTON BLVD. SUITE 102 CORPUS CHRISTI TX 78419-5041		CODE <b>N63110</b>	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) CUBIC WORLDWIDE TECHNICAL SERVICES, INC TOM TIMMINS 2280 HISTORIC DECATUR ROAD, SUITE 200 SAN DIEGO CA 92106-6133				9A. AMENDMENT OF SOLICITATION NO.			
				9B. DATED (SEE ITEM 11)			
				X 10A. MOD. OF CONTRACT/ORDER NO. <b>N61340-19-C-7503</b>			
				X 10B. DATED (SEE ITEM 13) <b>12-Mar-2013</b>			
CODE <b>OK831</b>				FACILITY CODE			
<b>11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS</b>							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of offer <input type="checkbox"/> is extended. <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE <b>RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN</b> <b>REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter,</b> <b>provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.</b>							
12. ACCOUNTING AND APPROPRIATION DATA (If required) See Schedule							
<b>13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS</b> <b>IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.</b>							
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.							
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).							
X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: <b>252.323-7007 &amp; H.10 of basic task order</b>							
D. OTHER (Specify type of modification and authority)							
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <b>1</b> copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCP section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: <b>tomlin14768</b> See Block 14 Continuation Page.							
<b>Thomas Courtney</b> <b>Contracting Officer</b> <small>401-360-4106 thomas.courtney@navy.mil</small>							
<small>Except as provided herein, all terms and conditions of the document referenced in item 9A or 10A, as heretofore changed, continue in full force and effect.</small>							
15A. NAME AND TITLE OF SIGNER (Type or print) <b>T.A. TIMMINS, CONTRACT MANAGER</b>				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) <b>Thomas Courtney</b>			
15B. CONTRACTOR/OFFEROR 				16B. UNITED STATES OF AMERICA BY 			
15C. DATE SIGNED <b>17 JUN 14</b>				16C. DATE SIGNED <b>17 JUN 14</b>			

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1 CONTRACT ID CODE J		PAGE OF PAGES 1 15	
2 AMENDMENT/MODIFICATION NO P00013		3 EFFECTIVE DATE 01-Jul-2014		4 REQUISITION/PURCHASE REQ NO SEE SCHEDULE		5 PROJECT NO (If applicable)	
6 ISSUED BY NAWCTSD 253 12350 RESEARCH PARKWAY (25321) ORLANDO FL 32826		CODE N61340		7 ADMINISTERED BY (If other than item 6) CHIEF OF NAVAL AIR TRAINING 250 LEXINGTON BLVD. SUITE 102 CORPUS CHRISTI TX 78419-5041		CODE N63110	
8. NAME AND ADDRESS OF CONTRACTOR (No., Street, County, State and Zip Code) CUBIC WORLDWIDE TECHNICAL SERVICES, NC TOM T MMINS 2280 HISTORIC DECATUR ROAD, SUITE 200 SAN DIEGO CA 92106-6133				9A. AMENDMENT OF SOLICITATION NO.			
				9B. DATED (SEE ITEM 11)			
				X 10A. MOD. OF CONTRACT/ORDER NO. N61340-13-C-7503			
				X 10B. DATED (SEE ITEM 13) 12-Mar-2013			
CODE OK831		FACILITY CODE					
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of offer <input type="checkbox"/> is extended, <input type="checkbox"/> is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. ACCOUNTING AND APPROPRIATION DATA (If required) See Schedule							
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.							
A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.							
B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(B).							
X C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: 252.323-7007 & H.10 of basic task order							
D. OTHER (Specify type of modification and authority)							
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.							
14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.) Modification Control Number: tom14768 See Block 14 Continuation Page.							
Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.							
15A. NAME AND TITLE OF SIGNER (Type or print)				16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) THOMAS COURTNEY (25321) / CONTRACTING OFFICER TEL: 407-390-4108 EMAIL: thomas.courtney@navymil			
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)		15C. DATE SIGNED		16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)		16C. DATE SIGNED 17-Jun-2014	

EXCEPTION TO SF 30  
APPROVED BY OIRM 11-84

30-105-04

STANDARD FORM 30 (Rev. 10-83)  
Prescribed by GSA  
FAR (48 CFR) 53.243

## SECTION SF 30 BLOCK 14 CONTINUATION PAGE

The following items are applicable to this modification:

BLOCK 14 CONTINUATION PAGE

The purpose of this modification is to:

Add incremental funding for 4<sup>th</sup> Quarter FY 14 and increase step ladders at NAS Whiting Field and NAS Pensacola.

1. The following CLINS have been incrementally funded: 1401, 1402, 1410, 1423, 1449, 1456, 1457, 1458, 1460, 1461 and 1462.
2. Add [REDACTED] to Premium Time CLIN 1423 increasing the unit price by [REDACTED] to [REDACTED], therefore the total cost of this line item has increased by \$ [REDACTED] from \$ [REDACTED] to \$ [REDACTED].
3. CLIN 1460 has been exercised to increase the step ladder at NAS Whiting Field from CLIN 1411 at 1570 HPW to 1610 HPW effective 1 July 2014.
4. Establish CLIN 1462 for NAS Pensacola CIS, Maritime/Command & Control NFO to increase step ladder from CLIN 1459 at 120 HPW to 200 HPW effective 1 July 2014. Based on this change the Period of Performance for CLIN 1459 has changed from 4 months to 1 month (1 Jun 2014 – 30 Sept 2014 to 1 Jun 2014 – 30 Jun 2014).
5. Update Clause 252.232-7007 Limitation of Governments Obligations.
6. As a result of the changes the following documents marked "P00013" are provided:
  - a. Conformed Order, in its entirety
  - b. Attachment 1 Price Breakout Worksheet (PBW), in its entirety
  - c. Mod Log
7. See Summary of Changes for details. All other terms and conditions remain unchanged and in full effect.

## SUMMARY OF CHANGES

## SECTION A - SOLICITATION/CONTRACT FORM

The total cost of this contract was increased by \$2,535,382.00 from \$29,727,063.42 to \$32,262,445.42.

SECTION B - SUPPLIES OR SERVICES AND PRICES

CLIN 1423

The unit price amount has increased by [REDACTED]  
The total cost of this line item has increased by [REDACTED]

CLIN 1449

The unit price amount has increased by \$5,000.00 from \$15,000.00 to \$20,000.00.  
The total cost of this line item has increased by \$5,000.00 from \$15,000.00 to \$20,000.00.

CLIN 1459

The pricing detail quantity has decreased by [REDACTED]  
The total cost of this line item has decreased by [REDACTED]

CLIN 1460

The option status has changed from Option to Option Exercised.

CLIN 1461

The option status has changed from Option to Option Exercised.

SUBCLIN 140104 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
140104			Months		\$0.00
EXERCISED	CIS - NAS MERIDIAN, MS				
OPTION	FFP				
	Task 1E				
	FOB: Destination				
	PURCHASE REQUEST NUMBER: 1300366690-0011				

NET AMT

\$0.00

ACRN AB

CIN: 130036669000012

SUBCLIN 140204 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
140204			Months		\$0.00
EXERCISED OPTION	CIS - NAS KINGSVILLE, TX FFP Task 2C FOB: Destination PURCHASE REQUEST NUMBER: 1300366690-0011				

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NET AMT	\$0.00
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ACRN AB  
CIN: 130036669000012

SUBCLIN 141003 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
141003			Months		\$0.00
EXERCISED OPTION	CIS - NAS CORPUS CHRISTI, TX FFP Task 3G FOB: Destination PURCHASE REQUEST NUMBER: 1300366690-0011				

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NET AMT	\$0.00
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ACRN AB  
CIN: 130036669000012

SUBCLIN 142305 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
142305			Lot		\$0.00
EXERCISED OPTION	PREMIUM TIME - NAS WHITING FIELD, FL				
	FFP				
	Hours [REDACTED]				
	Price Per Hour: [REDACTED]				
	FOB: Destination				
	PURCHASE REQUEST NUMBER: 1300366690-0011				

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NET AMT	\$0.00
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ACRN AB  
CIN: 130036669000012

SUBCLIN 144902 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
144902			Lot		\$0.00
EXERCISED OPTION	Travel				
	FFP				
	FOB: Destination				
	PURCHASE REQUEST NUMBER: 1300366690-0011				

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NET AMT	\$0.00
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ACRN AB  
CIN: 130036669000012

\$5,000.00

SUBCLIN 145602 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
145602			Months		\$0.00
EXERCISED OPTION	Scheduler - NAS Pensacola FFP FOB: Destination PURCHASE REQUEST NUMBER: 1300366690-0011				

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NET AMT	\$0.00
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ACRN AB  
CIN: 130036669000012

SUBCLIN 145702 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
145702			Months		\$0.00
EXERCISED OPTION	CIS - NAS Pensacola FFP Task 6B FOB: Destination PURCHASE REQUEST NUMBER: 1300366690-0011				

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NET AMT	\$0.00
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ACRN AB  
CIN: 130036669000012

SUBCLIN 145802 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
145802			Months		\$0.00
EXERCISED OPTION	CIS - NAS Pensacola FFP Task 7A FOB: Destination PURCHASE REQUEST NUMBER: 1300366690-0011				

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NET AMT	\$0.00
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ACRN AB  
CIN: 130036669000012

SUBCLIN 146001 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
146001			Months		\$0.00
EXERCISED OPTION	CIS - NAS Whiting Field FFP Task 9A FOB: Destination PURCHASE REQUEST NUMBER: 1300366690-0011				

---

NET AMT	\$0.00
---------	--------

ACRN AB  
CIN: 130036669000012

SUBCLIN 146101 is added as follows:



ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
146101			Months		\$0.00
EXERCISED OPTION	CIS - NAS Whiting Field FFP Task 10A FOB: Destination PURCHASE REQUEST NUMBER: 1300366690-0011				

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NET AMT	\$0.00
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ACRN AB  
CIN: 130036669000012

CLIN 1462 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
1462		3	Months		
EXERCISED OPTION	CIS - NAS Pensacola FFP Task 8D FOB: Destination				

---

NET AMT	
---------	--

SUBCLIN 146201 is added as follows:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
146201			Months		\$0.00
EXERCISED OPTION	CIS - NAS Pensacola FFP Task 8D FOB: Destination PURCHASE REQUEST NUMBER: 1300366690-0011				

---

NET AMT	\$0.00
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ACRN AB  
CIN: 130036669000012

SECTION E - INSPECTION AND ACCEPTANCE

The following Acceptance/Inspection Schedule was added for SUBCLIN 140104:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
Destination	Government	Destination	Government

The following Acceptance/Inspection Schedule was added for SUBCLIN 140204:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
Destination	Government	Destination	Government

The following Acceptance/Inspection Schedule was added for SUBCLIN 141003:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
N/A	N/A	N/A	Government

The following Acceptance/Inspection Schedule was added for SUBCLIN 142305:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
Destination	Government	Destination	Government

The following Acceptance/Inspection Schedule was added for SUBCLIN 144902:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
Destination	Government	Destination	Government

The following Acceptance/Inspection Schedule was added for SUBCLIN 145602:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
Destination	Government	Destination	Government

The following Acceptance/Inspection Schedule was added for SUBCLIN 145702:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
Destination	Government	Destination	Government

The following Acceptance/Inspection Schedule was added for SUBCLIN 145802:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
Destination	Government	Destination	Government

The following Acceptance/Inspection Schedule was added for SUBCLIN 146001:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
Destination	Government	Destination	Government

The following Acceptance/Inspection Schedule was added for SUBCLIN 146101:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
Destination	Government	Destination	Government

The following Acceptance/Inspection Schedule was added for CLIN 1462:

INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
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Destination

Government

Destination

Government

The following Acceptance/Inspection Schedule was added for SUBCLIN 146201:

INSPECT AT  
Destination

INSPECT BY  
Government

ACCEPT AT  
Destination

ACCEPT BY  
Government

#### SECTION F - DELIVERIES OR PERFORMANCE

The following Delivery Schedule item for CLIN 1459 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 01-JUN-2014 TO 30-SEP-2014	N/A	NAWCTSD GEORGE DAVIS 12350 RESEARCH PARKWAY AVIATION WARFARE ORLANDO FL 32826-3224 (407) 380-4241 FOB: Destination	N61340

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 01-JUN-2014 TO 30-JUN-2014	N/A	NAWCTSD GEORGE DAVIS 12350 RESEARCH PARKWAY AVIATION WARFARE ORLANDO FL 32826-3224 (407) 380-4241 FOB: Destination	N61340

The following Delivery Schedule item for SUBCLIN 145901 has been changed from:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 01-JUN-2014 TO 30-SEP-2014	N/A	N/A FOB: Destination	

To:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 01-JUN-2014 TO 30-JUN-2014	N/A	N/A FOB: Destination	

The following Delivery Schedule item has been added to CLIN 1462:

DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
POP 01-JUL-2014 TO 30-SEP-2014	N/A	NAWCTSD GEORGE DAVIS 12350 RESEARCH PARKWAY AVIATION WARFARE ORLANDO FL 32826-3224 (407) 380-4241 FOB: Destination	N61340

## SECTION G - CONTRACT ADMINISTRATION DATA

## Accounting and Appropriation

## Summary for the Payment Office

As a result of this modification, the total funded amount for this document was increased by \$5,944,415.00 from \$26,107,269.42 to \$32,051,684.42.

## SUBCLIN 140104:

Funding on SUBCLIN 140104 is initiated as follows:

ACRN: AB

CIN: 130036669000012

Acctng Data: 1741804 70AE 252 57025 T 068566 2D CAA014

Increase: \$ [REDACTED]

Total: \$ [REDACTED]

Cost Code: 631104BC340Q

## SUBCLIN 140204:

Funding on SUBCLIN 140204 is initiated as follows:

ACRN: AB

CIN: 130036669000012

Acctng Data: 1741804 70AE 252 57025 T 068566 2D CAA014

Increase: \$ [REDACTED]

Total: \$ [REDACTED]

Cost Code: 631104BC340Q

## SUBCLIN 141003:

Funding on SUBCLIN 141003 is initiated as follows:

ACRN: AB

CIN: 130036669000012

Acctng Data: 1741804 70AE 252 57025 T 068566 2D CAA014

Increase: \$ [REDACTED]

Total: \$ [REDACTED]

Cost Code: 631104BC340Q

SUBCLIN 142305:

Funding on SUBCLIN 142305 is initiated as follows:

ACRN: AB

CIN: 130036669000012

Acctng Data: 1741804 70AE 252 57025 T 068566 2D CAA014

Increase: \$ [REDACTED]

Total: \$ [REDACTED]

Cost Code: 631104BC340Q

SUBCLIN 144902:

Funding on SUBCLIN 144902 is initiated as follows:

ACRN: AB

CIN: 130036669000012

Acctng Data: 1741804 70AE 252 57025 T 068566 2D CAA014

Increase: \$5,000.00

Total: \$5,000.00

Cost Code: 631104BC340Q

SUBCLIN 145602:

Funding on SUBCLIN 145602 is initiated as follows:

ACRN: AB

CIN: 130036669000012

Acctng Data: 1741804 70AE 252 57025 T 068566 2D CAA014

Increase: \$ [REDACTED]

Total: \$ [REDACTED]

Cost Code: 631104BC340Q

SUBCLIN 145702:

Funding on SUBCLIN 145702 is initiated as follows:

ACRN: AB

CIN: 130036669000012

Acctng Data: 1741804 70AE 252 57025 T 068566 2D CAA014

Increase: \$ [REDACTED]

Total: \$ [REDACTED]

Cost Code: 631104BC340Q

SUBCLIN 145802:

Funding on SUBCLIN 145802 is initiated as follows:

ACRN: AB

CIN: 130036669000012

Acctng Data: 1741804 70AE 252 57025 T 068566 2D CAA014

Increase: \$ [REDACTED]

Total: \$ [REDACTED]

Cost Code: 631104BC340Q

SUBCLIN 146001:

Funding on SUBCLIN 146001 is initiated as follows:

ACRN: AB

CIN: 130036669000012

Acctng Data: 1741804 70AE 252 57025 T 068566 2D CAA014

Increase: \$ [REDACTED]

Total: \$ [REDACTED]

Cost Code: 631104BC340Q

SUBCLIN 146101:

Funding on SUBCLIN 146101 is initiated as follows:

ACRN: AB

CIN: 130036669000012

Acctng Data: 1741804 70AE 252 57025 T 068566 2D CAA014

Increase: \$ [REDACTED]

Total: \$ [REDACTED]

Cost Code: 631104BC340Q

SUBCLIN 146201:

Funding on SUBCLIN 146201 is initiated as follows:

ACRN: AB

CIN: 130036669000012

Acctng Data: 1741804 70AE 252 57025 T 068566 2D CAA014

Increase: \$ [REDACTED]

Total: \$ [REDACTED]

Cost Code: 631104BC340Q

The following have been modified:

**252.232-7007 LIMITATION OF GOVERNMENT'S OBLIGATION (MAY 2006)**

1. (a) Contract line item(s) 1401, 1402, 1410, 1423, 1449, 1456, 1457, 1458, 1460, 1461 and 1462 are incrementally funded. For these item(s), the sum of \$5,944,415.00 of the total price is presently available for payment and allotted to this contract. An allotment schedule is set forth in paragraph (j) of this clause.

(b) For item(s) identified in paragraph (a) of this clause, the Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination of those item(s) for the Government's convenience, approximates the total amount currently allotted to the contract. The Contractor is not authorized to continue work on those item(s) beyond that point. The Government will not be obligated in any event to reimburse the Contractor in excess of the amount allotted to the contract for those item(s) regardless of anything to the contrary in the clause entitled "Termination for Convenience of the Government." As used in this clause, the total amount payable by the Government in the event of termination of applicable contract line item(s) for convenience includes costs, profit, and estimated termination settlement costs for those item(s).

(c) Notwithstanding the dates specified in the allotment schedule in paragraph (j) of this clause, the Contractor will notify the Contracting Officer in writing at least ninety days prior to the date when, in the Contractor's best judgment, the work will reach the point at which the total amount payable by the Government, including any cost for termination for convenience, will approximate 85 percent of the total amount then allotted to the contract for performance of the applicable item(s). The notification will state (1) the estimated date when that point will be reached and (2) an estimate of additional funding, if any, needed to continue performance of applicable line items up to the next scheduled date for allotment of funds identified in paragraph (j) of this clause, or to a mutually agreed upon substitute date. The notification will also advise the Contracting Officer of the estimated amount of additional funds that will be required for the timely performance of the item(s) funded pursuant to this clause, for a subsequent period as may be specified in the allotment schedule in paragraph (j) of this clause or otherwise agreed to by the parties. If after such notification additional funds are not allotted by the date identified in the Contractor's notification, or by an agreed substitute date, the Contracting Officer will terminate any item(s) for which additional funds have not been allotted, pursuant to the clause of this contract entitled "Termination for Convenience of the Government."

(d) When additional funds are allotted for continued performance of the contract line item(s) identified in paragraph (a) of this clause, the parties will agree as to the period of contract performance which will be covered by the funds. The provisions of paragraphs (b) through (d) of this clause will apply in like manner to the additional allotted funds and agreed substitute date, and the contract will be modified accordingly.

(e) If, solely by reason of failure of the Government to allot additional funds, by the dates indicated below, in amounts sufficient for timely performance of the contract line item(s) identified in paragraph (a) of this clause, the Contractor incurs additional costs or is delayed in the performance of the work under this contract and if additional funds are allotted, an equitable adjustment will be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the item(s), or in the time of delivery, or both. Failure to agree to any such equitable adjustment hereunder will be a dispute concerning a question of fact within the meaning of the clause entitled "Disputes."

(f) The Government may at any time prior to termination allot additional funds for the performance of the contract line item(s) identified in paragraph (a) of this clause.

(g) The termination provisions of this clause do not limit the rights of the Government under the clause entitled "Default." The provisions of this clause are limited to the work and allotment of funds for the contract line item(s) set forth in paragraph (a) of this clause. This clause no longer applies once the contract is fully funded except with regard to the rights or obligations of the parties concerning equitable adjustments negotiated under paragraphs (d) and (e) of this clause.

(h) Nothing in this clause affects the right of the Government to terminate this contract pursuant to the clause of this contract entitled "Termination for Convenience of the Government."

(i) Nothing in this clause shall be construed as authorization of voluntary services whose acceptance is otherwise prohibited under 31 U.S.C. 1342.

(j) The parties contemplate that the Government will allot funds to this contract in accordance with the following schedule:

Monthly

(End of Summary of Changes)